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6 **IN THE UNITED STATES DISTRICT COURT**

7 **FOR THE DISTRICT OF ARIZONA**

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9 Enoc C. and Emma F. Aguilera,) No. CV-04-497-PHX-DGC

10 Plaintiffs,) **ORDER**

11 vs.)

12 Auto-Owners Insurance; and Farmers)

13 Insurance Group,)

14 Defendants.)

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16 Defendant Truck Insurance Exchange (“Truck”) has filed a Motion for Award of

17 Attorneys’ Fees and Related Non-Taxable Expenses (Doc. #97) and a memorandum in

18 support of the motion (Doc. #101). Plaintiffs have filed no response. Defendant Auto-

19 Owners Insurance (“Auto-Owners”) has also filed a Motion for Attorneys’ Fees and Non-

20 Taxable Expenses (Doc. #99). Auto-Owners has not, however, filed a memorandum in

21 support of their motion, nor have Plaintiffs filed a response. The Court will grant Truck’s

22 motion and deny Auto-Owner’s motion.

23 **A. Truck.**

24 Truck is entitled to recover reasonable attorneys’ fees in this action pursuant to

25 A.R.S. § 12-341.01(A) because Plaintiffs’ claim arose out of contract. This is true not only

26 for Plaintiffs’ breach of contract claim, but also for Plaintiffs’ tort claims. Those claims are

27 intrinsically related to the contract at issue and therefore are deemed to have arisen out of

28 contract for purposes of the statute. *Sparks v. Republic Nat’l Life Ins. Co.*, 647 P.2d 1127,

1 1142 (1982). *See also Ramsey Air Meds, L.L.C. v. Cutter Aviation, Inc.*, 6 P.3d 315, 318
 2 (Ariz. Ct. App. 2000).

3 Truck seeks an award of \$14,770 in attorneys' fees. The Court has reviewed Truck's
 4 motion, memorandum, affidavit, and billing statements, and considers this to be a
 5 reasonable request in light of the work required by Plaintiffs' lawsuit. The Court
 6 accordingly will grant an award of \$14,770.00 in attorneys' fees in favor of Truck and
 7 against Plaintiffs.

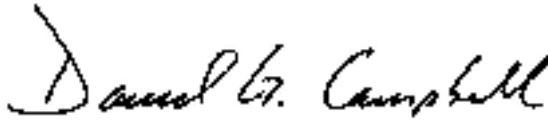
8 **B. Auto-Owner's.**

9 Auto-Owner's filed a motion for attorneys' fees. *See* Doc. #99. Auto-Owner's
 10 failed, however, to file a memorandum in support of its motion as required by LRCiv
 11 54.2(b)(2). As a result, the Court will deny Auto-Owner's motion.

12 **IT IS HEREBY ORDERED** that Defendant Truck Insurance Exchange's Motion for
 13 Award of Attorneys' Fees and Related Non-Taxable Expenses (Doc. #97) is **granted**. Truck
 14 is awarded \$14,770.00 for its attorneys' fees in this matter.

15 **IT IS FURTHER ORDERED** that Defendant Auto-Owner's Insurance Motion for
 16 Award of Attorneys' Fees and Non-Taxable Expenses (Doc. #99) is **denied**.

17 DATED this 1st day of December, 2005.

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21 _____ David G. Campbell
 22 United States District Judge
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